

**HIGH COURT OF TRIPURA
AGARTALA**

CRP No.7 of 2024

Sri Sunil @ Suneel Debbarma and others

..... Petitioner(s)

Versus

Sri Swapan Debbarma and others

.....Respondent(s).

For Petitioner(s) : Ms. Rimi Debbarma, Advocate,
Mr. D. Kalai, Advocate.

For Respondent(s) : None.

HON'BLE THE CHIEF JUSTICE MR. APARESH KUMAR SINGH

Order

08/02/2024

Heard Ms. Rimi Debbarma, learned counsel together with Mr.
D. Kalai, learned counsel for the petitioners.

[2] Petitioners are claimants of compensation in a MACT case bearing TS (MAC) No. 127 of 2021 which has been settled in National Lok Adalat before the Presiding Officer, Bench No.2, West Tripura, Agartala on 09.09.2023. The insurance company and the petitioners arrived at a settlement regarding the dispute by payment of Rs.20,00,000/- to the petitioners within a period of 45(forty five) days failing which the insurance company was to be liable for payment of interest @9% per annum from the date of filing of the claim till its realization. Since the settlement was in accordance with law and reasonable as well as lawful also, the National Lok Adalat, Bench No.2, West Tripura, Agartala disposed of the TS(MAC) No.127 of 2021 in terms of Section 22(1)(C) sub-section(7) of The Legal

Services Authorities Act, 1987. The National Lok Adalat, Bench No.2, West Tripura, Agartala proceeded to prescribe the mode of withdrawal in the following manner:

“The claimant-petitioners are equally entitled to the aforesaid awarded amount. In the event of deposit of the awarded amount, Rs.1,00,000/- (Rupees One lac) only each shall be released in favour of petitioner Nos. 1 and 2 out of their respective shares, in their respective bank accounts for enabling them to meet necessary expenses and the rest amount shall be kept in numbers of fixed deposit schemes of maximum Rs.2,00,000/- (Rupees Two lacs) only each in any nationalized bank for five years in their names separately as per their share. However, as claimant-petitioner No.3 is minor, so his entire share shall be kept in a fixed deposit scheme in a nationalized bank for a period of five years for the period till attainment of his majority, whichever later.

However, the interest out of fixed deposit to be credited shall be disbursed monthly to the respective accounts of the petitioner Nos.1 and 2.

No loan or withdrawal shall be permitted in the fixed deposit account nor joint name shall be allowed nor any cheque book, ATM card can be issued against fixed deposit account.

Supply copy of this award to the claimant-petitioners as well as to the opposite party present free of cost.

Accordingly the case is disposed of.”

[3] Claimants have approached this Court under Article 227 of the Constitution of India, alleging that the award passed by the National Lok Adalat, Bench No.2, West Tripura, Agartala is without jurisdiction to the extent it has directed keeping the settled amount awarded on compromise in a fixed deposit in the name of the parties for a period of 5(five) years and interest accrued thereupon to be credited to the savings accounts of the petitioners monthly.

[4] However, upon hearing the learned counsel for the petitioner and after going through the records and on perusal of the impugned order, it appears that the main dispute regarding the claim has been amicably settled in a conciliation before the National Lok Adalat, Bench No.2, West Tripura,

Agartala on payment of Rs.20,00,000/- by the respondent No.3-insurance company to the claimants with the interest as stipulated till the date of payment. The National Lok Adalat, Bench No.2, West Tripura, Agartala has, thereafter, prescribed the mode of disbursement/withdrawal of the amount which is well within the jurisdiction of the Court and in line with the principles laid down by the Apex Court, so that the sum awarded is not dissipated immediately after receipt of compensation, more so when one of the claimant is a minor. The National Lok Adalat, Bench No.2, West Tripura, Agartala has also taken care to ensure that the interest accruing from the fixed deposits in the name of the individual claimants would be monthly disbursed to their credit.

[5] As such, this Court does not find any error in the impugned order. The instant petition is accordingly, dismissed. Pending application(s), if any, also stands disposed of.

(APARESH KUMAR SINGH), CJ